

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF PUERTO RICO

IN THE MATTER OF

CASE NO.19-06090 EAG

WILMA VELAZQUEZ CORTES

ADV: 20-00027 EAG

DEBTOR

CHAPTER 7

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**ANSWER TO COMPLAINT**

**TO THE HONORABLE COURT:**

COMES NOW, Debtor, Wilma Velazquez Cortes, through the undersigned and respectfully States, Alleges and Prays as follows;

1. Matter of Law does not require a responsive pleading.
2. Matter of Law does not require a responsive pleading.
3. Admitted
4. Admitted
5. Admitted
6. Admitted
7. Denied
8. Denied
9. Admitted that the debt is \$ 10,143.70 and denied as to all other matters in the averment.
10. Denied, parties entered into agreement, that the amount owed was the sum of \$ 10,693.94, on September 26, 2019.
11. Admitted that parties met on September 26, 2019 and reach an agreement on the debt owed.

12. Debtor admits the debt.
13. Denied
14. Denied
15. Denied
16. Denied
17. Admitted that \$ 550.24 charges were part of the acknowledgment agreement and transaction signed by the parties on September 26, 2019. Denied as to all other matters.
17. (Repeated number 17 in complaint) Denied

#### DEFENSE

1. The Defendant-debtor was never charged by the Plaintiff with any criminal actions.
2. The Defendant-debtor reached an Agreement of Acknowledged and Transactional Agreement on September 26, 2019, which states that the debtor is indebted with the Plaintiff in the total amount of \$ 10,693.94, establishing a payment plan.
3. That no document exist stating that Defendant-debtor committed fraud.
4. That “11 U.S.C. (4) for fraud or defalcation while acting in a fiduciary capacity, embezzlement, or larceny”is not applicable since, Defendant-debtor was not acting in any fiduciary capacity.
5. That Defendant-Debtor did not cause “(6)for willful and malicious injury by the debtor to another entity or to the property of another entity”.
6. The Plaintiff and Defendant entered into a contract with each party having full knowledge and accepting that the money owed was for utility service and has no statements that Defendant-debtor committed Fraud.

**WHEREFORE**, the debtor most respectfully prays that the court dismiss the instant complaint and allow for the debt to be discharge.

**CERTIFICATE OF SERVICE:** I hereby certify that on June 5<sup>th</sup>, 2020, I, electronically filed the foregoing with the Clerk of the Court using the CM/ECF System which will send notification of such filing to all the CM/ECF participants and I hereby certify that I have mailed by United States Postal Service this motion to the non CM/ECF participants as per the mailing list.

In Yauco, Puerto Rico, this 5<sup>th</sup> day of June 2020.

S/:Nydia Gonzalez Ortiz, Esq.

Attorney for Debtor,

USDC-PR124006

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Case type: bk Chapter: 7 Asset: No Vol: v US BANKRUPTCY JUDGE: EDWARD A GODOY  
 Date filed: 10/21/2019 Date of last filing: 06/05/2020

## Creditors

**AEE** (4775204)  
 PO BOX 363508 (cr)  
 San Juan, PR 00936-3508

**ASCENDIUM** (4775205)  
 2401 INTERNATIONAL (cr)  
 Madison, WI 53704

**BANCO SANTANDER DE PR** (4775206)  
 PO BOX 362589 (cr)  
 San Juan, PR 00936-2589

**FIRST PREMIER BANK** (4775207)  
 3820 N LOISE AVE (cr)  
 Sioux Falls, SD 57107

**MIDLAND FUNDING LLC** (4775208)  
 8875 AERO DR STE 200 (cr)  
 San Diego, CA 92123

PACER Service Center			
Transaction Receipt			
06/05/2020 15:51:53			
<b>PACER Login:</b>	ng0156:2606687:0	<b>Client Code:</b>	
<b>Description:</b>	Creditor List	<b>Search Criteria:</b>	19-06090-EAG7 Creditor Type: cr
<b>Billable Pages:</b>	1	<b>Cost:</b>	0.10